

EXHIBIT

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UNITED STANDARD ELECTRIC

LLC PORTLAND OR, U.S.A.

Quote COT2201576 REV3

08/26/2022

For: EV Solutions  
 Attention: Darren LePage

Job Reference: RFQ EV Solutions  
 Location: CA USA

UNITED STANDARD ELECTRIC is pleased to offer this proposal for transformers. The unit(s) would be manufactured and tested as per design, specifications and supervision by United Standard Electric in compliance with applicable ANSI, NEMA, and IEEE standards, and as by the customer specifications and sections as detailed below.

## Transformer Details

ITEM 1- • Project: Wellhead Stanton

1 each, 2500 kVA **3 Phase** Substation, HV **13800D** – LV **690D, 60 HZ**, 5 position tap changer 2-2.5% FCAN and 2-2.5% FCBN, **AI** windings, Mineral oil, 65° C rise, ONAN, 30° C ambient., dead front loop feed on segment 2, Std Gray substation color (See Note)

### Accessories:

Liquid level w/contact  
 Thermometer w/contact  
 Pressure/vacuum w/contact  
 PRD  
 Radiators in segment 3  
 Standard pressure relief valve  
 Schrader type valve  
 One (1) 2 POS LBOR Switch  
 Drain valve with sampler  
 Std No load tap changer  
 Primary Terminations (6) 600A bushings wells with Full ATC chamber  
 Secondary Terminations: 3 side Porcelain bushings 4 holes with supports with ATC (segment 4)  
 Expulsion fuses in series with CL fuses  
 Total harmonic distortion: < 5%  
 BIL:95/30 kV  
 Duty: Bi-directional  
 Electrostatic shield  
 Manufactured and tested per applicable ANSI and NEMA standards  
 Non-PCB label  
 Seismic anchoring  
 Oil containment pan  
 Finished with paint color white  
 NONDOE EFF > 99% @ 50% LOAD

### Deviations:

|                          |   |    |                         |
|--------------------------|---|----|-------------------------|
| PRICE EA                 | : | \$ | 74,163.00 USD           |
| <b>SUBTOTAL QTY (30)</b> | : | \$ | <b>2,224,890.00 USD</b> |

UNITED STANDARD ELECTRIC LLC  
 15055 SW ROYALTY PKWY, STE G11, TIGARD OR 97224  
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## ITEM 2- • Project: Jupiter Power - St Gall

1 each, 3010 kVA **3 Phase** Pad mounted, HV **34500/19920Y** – LV **690D, 60 HZ**, 5 position tap changer 2-2.5% FCAN and 2-2.5% FCBN, **AI** windings, Mineral oil, 65° C rise, ONAN, 45° C max ambient., dead front loop feed, pad mounted (See Note)

**Accessories:**

Liquid level w/contact  
 Thermometer w/contact  
 Pressure/vacuum w/contact  
 PRD  
 Radiators in segment 3  
 Standard pressure relief valve  
 Schrader type valve  
 One (1) 2 POS LBOR Switch  
 Drain valve with sampler  
 Std No load tap changer  
 Primary Terminations (6) 600A bushings wells  
 Secondary Terminations: 3 side Porcelain bushings 6 holes with supports  
 Expulsion fuses in series with CL fuses  
 Total harmonic distortion: < 5%  
 Temp: 45°C max ambient  
 BIL:150/30 kV  
 Duty: Bi-directional  
 Electrostatic shield  
 Manufactured and tested per applicable ANSI and NEMA standards  
 Non-PCB label  
 Seismic anchoring  
 Finished with paint color white  
 NONDOE EFF > 99% @ 50% LOAD

|                          |      |                         |
|--------------------------|------|-------------------------|
| PRICE EA                 | : \$ | <b>84,670.00 USD</b>    |
| <b>SUBTOTAL QTY (38)</b> | : \$ | <b>3,217,460.00 USD</b> |

## ITEM 2-1 • Project: Jupiter Power - St Gall

1 each, 1250 kVA **3 Phase** Pad mounted, HV **34500/19920Y** – LV **400/230Y, 60 HZ**, 5 position tap changer 2-2.5% FCAN and 2-2.5% FCBN, **AI** windings, Mineral oil, 65° C rise, ONAN, 30° C max ambient., dead front loop feed, pad mounted (See Note)

**Accessories:**

Liquid level w/contact  
 Thermometer w/contact  
 Pressure/vacuum w/contact  
 PRD  
 Sudden pressure relief device  
 Radiators in segment 3  
 Standard pressure relief valve  
 Schrader type valve  
 One (1) 2 POS LBOR Switch

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Drain valve with sampler  
 Std No load tap changer  
 Primary Terminations (6) 600A bushings wells  
 Secondary Terminations: 3 side Porcelain bushings 6 holes with supports  
 Expulsion fuses in series with CL fuses  
 Total harmonic distortion: < 5%  
 BIL:150/30 kV  
 Duty: standard distribution  
 Manufactured and tested per applicable ANSI and NEMA standards  
 Non-PCB label  
 Seismic anchoring  
 Finished with paint color white  
 DOE 2016

|                         |      |                       |
|-------------------------|------|-----------------------|
| PRICE EA                | : \$ | 58,815.00 USD         |
| <b>SUBTOTAL QTY (2)</b> | : \$ | <b>117,630.00 USD</b> |

**ITEM 3- • Project: Jupiter Power - Painter**

1 each, 4400 kVA **3 Phase** Pad mounted, HV **16500D** – LV **660/380Y, 60 HZ**, 5 position tap changer 2-2.5% FCAN and 2-2.5% FCBN, **AI** windings, Mineral oil, 65° C rise, ONAN, 30° C ambient., dead front loop feed, pad mounted (See Note)

**Accessories:**

Liquid level w/contact  
 Thermometer w/contact  
 Pressure/vacuum w/contact  
 PRD  
 Radiators in segment 3  
 Standard pressure relief valve  
 Schrader type valve  
 Three (3) 2 POS LBOR Switch  
 Drain valve with sampler  
 Std No load tap changer  
 Primary Terminations (6) 600A bushings wells  
 Secondary Terminations: 3 side Porcelain bushings 6 holes with supports  
 BIL:150/30 kV  
 Duty: Bi-directional  
 Electrostatic shield  
 Manufactured and tested per applicable ANSI and NEMA standards  
 Non-PCB label  
 Seismic anchoring  
 Finished with paint color white

NONDOE EFF > 99% @ 50% LOAD  
**Deviations:**  
 No Expulsion fuses in series with CL fuses available

|                         |      |                       |
|-------------------------|------|-----------------------|
| PRICE EA                | : \$ | 99,254.00 USD         |
| <b>SUBTOTAL QTY (3)</b> | : \$ | <b>297,762.00 USD</b> |

**ITEM 4- • Project: Enel GESS**

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1 each, 4000 kVA **3 Phase** Pad mounted, HV **34500/19920Y** – LV **850/491Y, 60 HZ**, 5 position tap changer 2-2.5% FCAN and 2-2.5% FCBN, **AI** windings, Mineral oil, 65° C rise, ONAN, 30° C ambient., dead front loop feed, pad mounted (See Note)

**Accessories:**

Liquid level w/contact  
 Thermometer w/contact  
 Winding temp  
 Pressure/vacuum w/contact  
 PRD  
 Radiators in segment 3  
 Standard pressure relief valve  
 Schrader type valve  
 Three (3) 2 POS LBOR Switch  
 Drain valve with sampler  
 Std No load tap changer  
 Primary Terminations (6) 600A bushings wells  
 Secondary Terminations: 3 side Porcelain bushings 6 holes with supports  
 Expulsion fuses in series with CL fuses  
 BIL:150/30 kV  
 Duty: Bi-directional  
 Electrostatic shield  
 Manufactured and tested per applicable ANSI and NEMA standards  
 Non-PCB label  
 Seismic anchoring  
 Finished with paint color white  
 NONDOE EFF > 99% @ 50% LOAD

|                         |      |                       |
|-------------------------|------|-----------------------|
| <b>PRICE EA</b>         | : \$ | <b>105,369.00 USD</b> |
| <b>SUBTOTAL QTY (6)</b> | : \$ | <b>632,214.00 USD</b> |

ITEM 5- • Project: Enel GESS

1 each, 500 kVA **3 Phase** Pad mounted, HV **34500/19920Y** – LV **480/277Y, 60 HZ**, 5 position tap changer 2-2.5% FCAN and 2-2.5% FCBN, **AI** windings, Mineral oil, 65° C rise, ONAN, 30° C ambient., dead front loop feed, pad mounted (See Note)

**Accessories:**

Liquid level w/contact  
 Thermometer w/contact  
 Winding temp  
 Pressure/vacuum w/contact  
 PRD  
 Radiators in segment 3  
 Standard pressure relief valve  
 Schrader type valve  
 Three (3) 2 POS LBOR Switch  
 Drain valve with sampler  
 Std No load tap changer

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Primary Terminations (6) 600A bushings wells  
 Secondary Terminations: 3 side Porcelain bushings 6 holes with supports  
 BIL:150/30 kV  
 Expulsion fuses in series with CL fuses available  
 Duty: Bi-directional  
 Electrostatic shield  
 Manufactured and tested per applicable ANSI and NEMA standards  
 Non-PCB label  
 Seismic anchoring  
 Finished with paint color white  
 NONDOE EFF > 99% @ 50% LOAD

**PRICE EA** : \$ **49,091.00 USD**  
**SUBTOTAL QTY (2)** : \$ **98,182.00 USD**

**TOTAL PRICE (ITEM 1-5)** : \$ **6,653,764.00 USD**

Note:

1. All elbows, cables, connectors, bus, lugs, termination kits etc., to be supplied and installed by other(s).
2. Unit prices are for the quantities quoted only.
3. Transformer or transformers are quoted and designed for standard distribution application. If other duty is required (i.e. step-up duty, high altitude, tilt, K-Factor etc.), please specify for quote revision.
4. In order to stay within dimensional requirements for shipment by truck, some parts may be shipped separately and require installation, by the customer, on site. Items may include bushings, radiators, termination chambers, etc. Additional items, which are typically shipped uninstalled, include arresters, neutral grounding resistors and associated hardware. Please note this for your installation plan.
5. USE's transformers are designed, manufactured, and tested per applicable ANSI/IEEE and NEMA standards and are suitable for outdoor operation.
6. Standard Factory Tests per ANSI/IEEE

**Prices are quoted in USD, firm and valid for 30 days** Prices are quoted FAC (Incoterms 2010) CA USA with freight prepaid and allowed to the accessible common carrier point nearest to the first destination, if delivery location is different additional freight cost might apply.

**Payment terms: 25% down payment Net 30 with every delivery (subject to credit approval)**

**\*IF DELIVERY AFTER 1<sup>ST</sup> QTR 2023 ESCALATION MAY APPLY**

**\*TO AVOID ESCALATION 20% DOWNPAYMENT IS OPTIONAL FOR DELIVERIES AFTER QTR1 2023**

**First Shipment**, estimated within **26-28 weeks**, with **estimated final delivery (TBD) weeks**, after acknowledge of the purchase order, and, either payment in advance, credit approval or agreed terms, and/or return of approved construction drawings. If required, allow 6 to 7 weeks for approval drawings.

**NOTE: If approval drawings are required, the order won't start production until is approved & returned, which should be within 30 days of receipt. If not received in this time period, the order will be subject to possible additional charges.**

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UNITED STANDARD ELECTRIC will schedule shipments of multiple unit orders with consideration to truck availability and transportation cost effectiveness. This may result in multiple site arrival dates. If coordinated arrivals are required, it must be stated on the purchase order **at time of order**. Requests to coordinate arrivals, after order placement, may result in additional charges being added to the invoice.

**Record drawings will be provided 2 to 3 weeks prior to shipment.**

**Note:** Quoted shipments are based on production backlog as of the date of this quotation and are subject to change without notice.

All sales are subject to "Standard Terms and Conditions of Sale "USETC001.W34" included with this proposal. No other terms accepted without prior, written agreement.

**Exported transformers:**

Freight included to port of export in : CA USA however, all costs of export are by others and not included in this offer, in case this unit is delivered afterwards outside the USA.

- This offer includes basic export cost, if other costs arises such as but not limited to delays in customs, extra charges by unexpected border fees, storage fees, additional paperwork preparation, changes in policies, tariffs, etc..., customer will be informed and be required to issue such additional payment.
- This offer includes export crating if needed to the USA.

Unless otherwise agreed to in writing, this offer may only be accepted by acceptance of the express terms of this offer. Any additional terms or modification of terms in a purported acceptance shall be considered only as a counteroffer.

**\*\*Actual shipment and drawings will depend on factory backlog at the time of the purchase order acceptance. Shipment dates are approximate and are based upon prompt receipt of all necessary information from Buyer. If Buyer exceeds the approval drawing cycle time allowed, the shipment will extend at least accordingly to the extra time taken.**

- United Standard Electric reserves the right to substitute, at its discretion, materials used to manufacture the products. Should United Standard Electric substitute any materials, it will make reasonable efforts to notify the Buyer. If United Standard Electric believes that a substitution of material will affect any express performance guarantees, it will notify Buyer and the performance guarantees will be adjusted to reflect the use of the new material.

**TERMS, CONDITIONS & WARRANTY**

The Buyer may not make any public announcement in relation to the Contract (including to any purchase orders or related contractual documents), including the fact that it exists, without the prior written approval of Seller on such terms and conditions as Seller thinks fit.

**Cancelation of Order**

**This order is NOT cancellable, 100% of P.O. value Charges will apply**

The following applies unless specified otherwise:

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**Release Clause DT**

1. \*The prices stated herein are firm provided:
  - a. If order is Immediate release with a scheduled shipment date within ninety (90) calendar days from the date of such order (or at Seller's earliest convenience thereafter), and no change orders are agreed upon within such ninety (90) day period; or
  - b. If approval drawings from Buyer are required before starting manufacture of the products, the drawings must be reviewed and approved by Buyer no later than 30 calendar days after submittal thereof by Seller. Otherwise, will be subject for price adjustment at 1.5% for each full month or fraction thereof that approval is thereby delayed.
  - c. Prices consider freight and customs to specified destination based on full truck load if customer purchase is less than a truck load extra charges for shipment may apply
2. In the event that the customer for any reason does not comply with the conditions in paragraph a, b or others and/or shipment is delayed for a reason not within the control of the Company, the price could be increased on the sole discretion of United Standard Electric LLC, if is delayed after the 90-day period from the date of order.

Standard warranty coverage applies (unless otherwise noticed): 24 months from date of shipment, see USETC001.W34.

United Standard Electric reserves the right to manufacture this equipment with our partnered factories in any of the 3 countries of the NAFTA region (Canada/United States/Mexico). This offer could likely be scheduled in Mexico as country of origin